



## CITY OF SAINT CHARLES, MISSOURI INVITATION FOR BID

<b>Bid#</b>	4196	<b>Issue Date</b>	July 31, 2016
<b>Description</b>	<b>WIDE AREA NETWORK UPGRADE PROJECT</b>		
<b>Date and Time Due</b>	Friday, August 12, 2016 2 PM		
<b>RETURN BID TO:</b>			
City of Saint Charles, Missouri ATTN: Purchasing Office, Ste 102 200 N. 2 <sup>nd</sup> Street Saint Charles, MO 63301-2851			

**\*\*\*\*\* LATE BIDS/PROPOSALS WILL NOT BE ACCEPTED \*\*\*\*\***

### Scope

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified firms interested in providing wide area network services for City of Saint Charles. The project will provide data services for data transmissions between several City locations.

This RFP provides prospective proposers with sufficient information to enable them to prepare and submit proposals for consideration by the City of Saint Charles (City) to satisfy the needs as outlined in the scope of services.

### SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	July 31, 2016
Deadline for submission of questions:	August 5, 2016
Proposal submission deadline:	August 12, 2016
Desired date of contract award:	TBD

### Vendor Checklist:

- ☐ Bid Form in accordance to specifications
- ☐ Any Addendums to this Invitation to Bid
- ☐ Current Year Proof of Lawful Presence
- ☐ Affidavit of Compliance with Section 285.500 RSMo et seq.
- ☐ All bid materials clearly marked with "**BID NUMBER 4196**"
- ☐ Registered Vendor; Form on File
- ☐ Registered Vendor; Form on File

**Information for Bidders:**

**1. Questions and Updates:**

Suppliers/contractors are encouraged to submit written questions through the Purchasing Office at [purchasing@stcharlescitymo.gov](mailto:purchasing@stcharlescitymo.gov) by the end of the business day August 5, 2016.

**2. Delivery:**

If delivery/service is not provided at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold the Seller liable for any additional procurement costs.

**3. Payment Terms:**

Supplier/Contractor shall be paid according to the amount quoted on the Bid Form. The Supplier/Contractor shall submit all invoices complete with necessary support documentation to the City and the City shall make payment as outlined in the contract specifications.

**4. Quote Evaluation and Award:**

This solicitation shall be awarded to the lowest and best Bid as deemed by the responsible department and the Purchasing Office. The City of Saint Charles reserves the right to reject any and all bids.

**5. Terms and Conditions:**

Bidders that submit a proposal to the City of Saint Charles must accept/meet the terms and conditions located within this bid.

## TERMS AND CONDITIONS OF BIDDING

### QUALIFICATIONS

All bidders must furnish satisfactory evidence to the City that they have previously performed this service.

### LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES

Bidder shall conform to all rules, regulations, ordinances, laws or directives set forth by the City of Saint Charles and/or the State of Missouri.

Bidder shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.290, neither the Bidder or an affiliated business entity of the Bidder shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a Code violation. For complete text of Section 145.290, please contact the Purchasing Office.

Bidder shall comply with Section 285.525–285.550 RSMo regarding enrollment in a federal work authorization program. Notice and instructions for bidders are attached to these bid documents. **The signed, notarized affidavit and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

Bidder acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. which requires Bidder to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this contract.

The City of St. Charles, Missouri, fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, please call the City Clerk's Office at (636) 949-3282 or City Hall located at 200 North Second Street, St. Charles, Missouri, 63301.

Bidder shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and/or directive issued by the City of Saint Charles or the State of Missouri.

## **ASSIGNMENT OF CONTRACT**

Neither this contract, nor any portion thereof, shall be reassigned except by formal written approval by the City.

## **WAIVER**

The City of Saint Charles reserves the right to reject any or all bids. The City reserves the right to waive any variances from original bid specifications in cases where the variances are considered to be in the best interest of the City.

## **TERMINATION OF CONTRACT**

The City reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

## **METHOD OF AWARD**

Contracts shall be awarded to the lowest bidder meeting all specified requirements and considered the best.

The City of Saint Charles would prefer to contract with one Bidder for all needs, but reserves the right to award individual items to multiple Bidders. Therefore, Bidders may bid on one or more of the items specified. It is not necessary to bid on all items specified.

## **INDEMNIFICATION**

The Bidder shall indemnify, save, and hold harmless the City of Saint Charles, Missouri, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Bidder or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this Invitation for Bid.

## **ADDITIONAL INFORMATION**

All goods/services must meet or exceed stated specifications. Goods or services not meeting these standards will be rejected.

Bidder shall clearly identify any deviations from the specifications in this Invitation for Bid.

Bids are subject to the terms and conditions of this Invitation for Bid, and the attached specifications for the purchase and installation of the requested goods/services. Bids must be submitted on all attached forms. Failure to do so will be considered basis for rejection.

**DELIVERY**

All deliveries shall be F.O.B. destination: St. Charles City location unless otherwise stated.

**PAYMENT TERMS**

Payment terms shall be net thirty (30) days after delivery/installation unless otherwise stated. The City is tax exempt and is not subject to any State or Local Sales or Use Taxes. A copy of the City's tax exempt certificate can be provided upon request.

**CONTRACT TERM**

The standard term of the contract shall be for one year from date of formal contract acceptance by the City with the option to renew for a maximum of two (2) additional twelve (12) month periods with formal contract acceptance by the City, subject to change upon receipt of this RFP.

**NON-APPROPRIATION CLAUSE**

In the event the City Council shall not budget and appropriate, specifically with respect to this agreement, on or before January 1 of each subsequent year, moneys sufficient to make all payments under this agreement, the City shall not be obligated to make those payments.

**BUY AMERICAN POLICY**

On October 22, 1987, the City of St. Charles amended Chapter 2 of the Revised Ordinances by adopting a "Buy American" policy under Ordinance No. 87-205. In Section 2-487.1, Products Made In the United States, this policy reads as follows: The City encourages the purchase of products manufactured, assembled or produced in the United States.

**SUBMISSION OF BIDS AND SUPPLEMENTAL MATERIALS**

Bids shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the bid package. Supplemental materials will not be accepted after the bids have been opened, unless requested by the Purchasing Office. Submission or distribution by the Bidder of unsolicited supplemental materials to City employees or Officials may result in rejection of the bid.

**DISCRIMINATION POLICY**

The City of St. Charles advises the public that it does not discriminate on the basis of handicapped status, race or color, national origin, religion, age, sex in employment or the provision of municipal services. Furthermore, the City has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal opportunity in employment and all programs and services.

**SPECIFICATIONS**  
**SCOPE OF SERVICE**

The City of St. Charles is accepting proposals for wide area network services to provide connectivity for data transmission between buildings. This is to be a robust, reliable, scalable, and cost effective network. It shall be designed to address all architectural requirements defined by the city, and be packaged as a “turnkey” solution. The contract awarded shall be for an initial period of 12, 36, or 60 months with a maximum of two, one year renewal period options.

The network shall provide a family of standard interfaces and the flexibility for the bandwidth to evolve as our data requirements expand.

The goal of this project is to implement a network that includes the following:

- Provide a reliable delivery of data between all locations listed below.
- Consistency of electronics across sites, thereby minimizing the number of unique site configurations.
- An advanced network intelligence to allow automatic recovery, remote monitoring, remote provisioning, and a high level of network security.
- Ability to implement a fully switched data network, a fully routed data network, or any combination thereof.

**Internet Requirements:**

Location	Download Bandwidth (minimum)	Upload Bandwidth (minimum)
1) Criminal Justice Center (Public)	100Mbps (best effort)	5Mbps

The vendor shall provide no less than 29 public IP addresses in one continuous block (sequential order) for use with the Primary Internet connection.

The vendor shall provide no less than 5 public IP addresses in one continuous block (sequential order) for use with the VPN Internet connection.

The vendor shall not change the public IP address assignments above during the term of this contract unless requested by City.

WAN Requirements:

Location	Download Bandwidth (minimum)	Upload Bandwidth (minimum)
1) Criminal Justice Center 1781 Zumbahl Road	1 Gbps	1 Gbps
2) Off-site Data Center 904 Ashland Road, Columbia, MO	1 Gbps	1 Gbps
3) Fire Department Station #3 2817 West Elm Street	100 Mbps	5 Mbps
4) Fire Department Station #4 3201 Boschertown Road	1 Gbps	1 Gbps
5) Elm Point Water Plant 3600 Elm Point Drive	100 Mbps	5 Mbps

The network shall provide dedicated connections between the Criminal Justice Center primary site and secondary sites. High speed Ethernet switch ports shall be provided which will allow access between existing LANs and the entire network. The vendor shall specify whether the proposed solution utilizes dedicated or shared bandwidth for each location within proposed solution.

The vendor shall propose solutions to ensure Quality of Service (QOS) over this network for Voice Over IP (VOIP) services.

SIP Requirements

- 1) 15 SIP packs (60 call paths) with Private number functionality

The vendor shall be responsible for uninterrupted service to the City. The vendor shall monitor the data transport network 24 hours x 365 days and perform preventive maintenance before problems arise. The vendor shall supply access to an interface / portal to allow the City of St. Charles' Information Technology Department to monitor and generate reports on network statistics. In the event of any service issue the City will contact the vendor and the following shall take place:

- The call shall be logged and assigned a trouble ticket number.
- A system engineer shall be assigned to the problem.
- A system engineer shall work with the City to:
  - Answer technical and non-technical questions.
  - Provide advice on system utilization.
  - Assist with the system configuration.
  - Rectify a system malfunction.

Vendors shall provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP.

Vendors shall provide a minimum of five (5) references with names, addresses and phone numbers, including specifically any governmental entities and comparable size for which vendor has provided similar services.

Vendor shall acquire, install, configure and maintain during the contract period all associated hardware at each of the locations, and will provide a fully managed turnkey solution that delivers 24x7x365 support for both the network circuits and the on-site equipment included with the cost of the contract.

All equipment installations shall terminate at each site's extended demark location or any other location specified by the Information Technology Department.

The City of St. Charles Department of Information Technology will assign trouble tickets a severity level and the vendor will provide service as outlined in the table below.

SEVERITY LEVEL	NETWORK CONDITION	RESPONSE TIME	COMMITMENT
CRITICAL	Network is Down.	2 Hours	Systems Engineer works with City 24x7 to resolve situation.
HIGH	Network functionality is severely limited. No workaround is available	4 Hours	Systems Engineer works with City 24x7 to resolve situation.
MEDIUM	Limited functionality. Workaround is available	4 Hours	Systems Engineer works with City to resolve situation during normal business hours.
LOW	General questions, system enhancements, and / or documentation issues	4 Hours	Provide prompt response regarding General questions, system enhancements, and / or documentation issues.

In the event of needed system maintenance, the vendor will give the City at least 24 hours prior notice and will make the best effort possible to accommodate the needs and schedules of the City. In the event of a network change, the vendor will notify the City at least twenty four (24) hours in advance of any required maintenance.

The vendor will retain and be responsible for the overall project management including meeting the budgetary and performance expectations of the City. The City will appoint its own project manager with primary responsibilities for project communications, issue escalation, and problem resolution.

The vendor will supply the City with a Project Management Team Organizational Chart.

The vendor will supply an implementation plan for this project listing events and time frame for those events.



The vendor will supply a summary of their experience with installations including fiber and copper lines. Additionally enclose a brief history of the company.

Vendors shall provide a list of equipment to be provided and network diagrams of the proposed solution.

Cisco is the standard internetworking equipment used at the City. Vendors providing Cisco equipment will be preferred over non-Cisco solutions.

The vendor's proposal is to remain in effect for 90 days from the date of proposal.

In summary, this Request for Proposal is for an Ethernet network for the City of St. Charles. This network will consist of a primary hub that will be designed to support all secondary sites utilizing the circuits from the primary hub to the secondary site locations. All sites will have access to the Ethernet network. The design shall allow the facilities to seamlessly interface the backbone network. The proposal shall include the estimated cost of all switches, routers and modem(s) with installation over the entire network and lease of the managed lines to include 7x24x365 monitoring, service and support.

### **Proposal Submission**

\*Vendors shall include in a separate sealed envelope an estimated schedule of costs, labeled as such. The estimated costs are to include an itemized break down of this turnkey project. The cost proposal shall include pricing for 12-, 36-, and 60-month agreements. The City will award the contract that is most fiscally and operationally responsible, in its sole opinion.

**BID FORM**

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Invitation for Bid and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with Invitation for Bid Number 4196 and to all the conditions imposed herein, the undersigned offers and agrees to provide wide area network upgrade project services to the City of Saint Charles in accordance with this RFP and the Scope of Service contained herein.

Monthly Ethernet Cost for 1 Gbps Location	\$
Monthly Cost for 100 Mbps Location	\$
Monthly SIP cost	\$
Total Monthly Cost	\$
Proposed Contract Length	

**\*\*All Transportation, Handling, Fuel Surcharges, Pallet Deposits, etc. are to be included in the Prices Bid.**

Company:			
Address:			
Phone:	Email:		
Federal Tax ID:	*St. Charles City Business License ID:		
Incorporated in the state of: _____	Indicate whether: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____		
Signature:	Date:		
Name:	Title:		

**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS  
REGARDING §§ 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 285.530(1), “No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.”

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g. City of Saint Charles, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530 (2) RSMo.

“Business Entity” is defined as:

...[A]ny person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “business entity” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “business entity” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “business entity” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 RSMo. See, Sec. 285.525 RSMo

The City of Saint Charles, Missouri, in order to comply with Sections 285.525 through 285.550 RSMo, has instituted the following procedure:

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**Required Affidavit for Contracts Over \$5,000 (US) – Effective January 1, 2009**, business entities desiring to contract with the City for the provision of service shall comply with the provisions of Sections 285.525 through 285.550 RSMo. Contract award is contingent upon Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A sample affidavit is attached hereto and can be found and downloaded on the City of St. Charles Purchasing website.

**Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program’s Memorandum of Understanding (MOU)).**

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The City of Saint Charles encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/e-verify> or by calling 888-464-4218.

If you have any questions, please contact the Purchasing Office of the City of Saint Charles at 636-940-4668.

**AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.**

(REQUIRED FOR CONTRACTS FOR PROVISION OF SERVICES IN EXCESS OF \$5,000)

STATE OF \_\_\_\_\_)

)ss

COUNTY OF \_\_\_\_\_)

Before me, the undersigned Notary Public, \_\_\_\_\_(Name)  
personally appeared who is \_\_\_\_\_(Title) of  
\_\_\_\_\_ (Company Name), and after being sworn did depose  
and say:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

\_\_\_\_\_  
Signature (Person with Authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_(Month, Year).

My commission expires:

\_\_\_\_\_  
Signature of Notary                      Date



## City of Saint Charles

200 North Second Street • Saint Charles, MO 63301

### PROOF OF LAWFUL PRESENCE - PUBLIC BENEFITS

Name: Last	First	Middle Initial	Maiden Name
Address (Street Name & Number)		Apt #	Date of Birth
City		State	Zip Code

	(Check all that apply to signer and company): <input type="checkbox"/> A Citizen of the United States <input type="checkbox"/> A Lawful Permanent Resident <input type="checkbox"/> Company uses e-Verify to Hire New Employees <input type="checkbox"/> All Employees are authorized to work in U.S.
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Signature	Date (M/D/YY)
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**VERIFICATION: *To be completed by City Staff.*** Please record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A - MoDOR Accepted Documentation	Or	B - MO Driver's License	Or	C - Other Federal Documentation
Document title: _____		Missouri Driver's License <input type="checkbox"/>		Document title: _____
Expiration Date (if any) _____		Expiration Date _____		Expiration Date (if any) _____

**CERTIFICATION:** I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.\*

Signature of City Staff Person:	Print Name:	Date:
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**\*NOTE TO CITY STAFF:** If sufficient documentation was not presented, do not sign the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

*Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained.*



## CITY OF SAINT CHARLES VENDOR INFORMATION FORM

Please complete the information below and return with your completed W-9 to the City's Purchasing Office at the address indicated below.

LEGAL ENTITY NAME: \_\_\_\_\_

CHECKS PAYABLE TO: \_\_\_\_\_  
(if different than Legal Entity above)

INCORPORATED IN THE STATE OF: \_\_\_\_\_

REMITTANCE ADDRESS: \_\_\_\_\_  
(if different than address listed on W-9) (Address) (City/State/Zip)

BID TO ADDRESS: \_\_\_\_\_  
(if different than above) (Address) (City/State/Zip)

PAYMENT TERMS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_